

**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF PARMA**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Parma (City) acting pursuant to Ordinance/Resolution No. 157-17, adopted on September 5, 2017 (Exhibit "B").

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

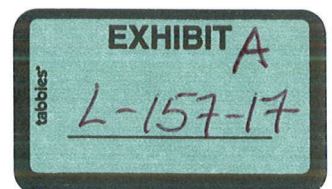
WHEREAS, the District supports the Community Cost-Share Catch Basin Repairs project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0**    **City Obligations**

1.1    The City agrees to perform as follows:

- 1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
- 1.1.2    Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
- 1.1.3    Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.



- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.*

- 1.1.10 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

**Article 2.0    District's Obligations**

- 2.1 The District agrees to perform as follows:

- 2.1.1. Allocate \$404,637.28 to the City for the Project from the City’s Community Cost-Share Account.
- 2.1.2. Provide reimbursement of funds up to \$404,637.28 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4. Acknowledge the City in presentations or publications related to the Project.

**Article 3.0**    **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	<i>Jack Sparks, Public Works Coordinator</i>

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	<i>Brian Higgins, Service Director</i>

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by

law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

**Article 4**      **Remedies**

4.01    The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

**Article 5**      **Counterpart Signatures**

5.01    This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

**Article 6**      **Governing Law**

6.01    The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

**Article 7**      **Disclaimer of Joint Venture**

7.01    This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

**Article 8**      **Authority to Execute**

8.01    Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

**Article 9**      **Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF PARMA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

The Legal Form and Correctness of this Instrument is hereby Approved:

**CITY OF PARMA**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

# CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF PARMA

FOR

COMMUNITY COST-SHARE PROJECT:  
CATCH BASIN REPAIRS

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Total Approximate Cost:                      \$404,637.28

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The legal form and correctness of the within  
instrument are hereby approved.

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CHIEF LEGAL OFFICER

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Date

## CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

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CHIEF FINANCIAL OFFICER

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Date

# EXHIBIT A



NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

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Authorizing the Executive Director to enter into Regional Stormwater  
Management Program Community Cost-Share Program Agreements  
with Member Communities.  
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WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

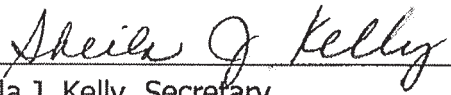
Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.



Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
Sheila J. Kelly, Secretary  
Board of Trustees  
Northeast Ohio Regional Sewer District

# EXHIBIT B

LEFT INTENTIONALLY  
BLANK UNTIL ORD. NO.  
157-17 IS ADOPTED

# EXHIBIT C



**Community Cost-Share Program  
APPLICATION**

**Member Community Information**

Community: City of Parma

Primary Project Contact: Brian Higgins  
(Name & Title) Service Director

Mailing Address: 6611 Ridge Road  
Parma, Ohio 44129  
440-885-8191

Phone Number: bhiggins@cityofparma-oh.gov

Email:

**Project Information**

Project Title: Catch Basin Repairs

Address or Location of Project: Various throughout the City, see attached

Project Start Date: September 1, 2017

Project End Date: December 31, 2017

Community Cost-Share Fund Request: \$ 404,637.28

Submission Date: 7/25/2017



## **Project Narrative**

### **1) Project Summary (1,000 word maximum)**

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project is being proposed to to repair Catch Basins within the City of Parma limits on various streets. The Catch Basins listed in the attachment are in need of varying degrees of repair and the scope of work will include items such as:

- 1) Removal and replacement of the concrete pad surrounding the grate of the basin
- 2) Removal&replacement and/or resetting of deteriorated bricks supporting the catch basin grates.
- 3) Tuck pointing of the bricks supporting the grates that are missing mortar. Skim coating of the bricks with mortar as needed.
- 4) Replacement of deteriorated or damaged catch basin grates in kind.
- 5) Repair of damaged pre-cast sections if applicable.

The City of Parma intends to do these repairs to the Catch Basins so that all drainage structures are receiving, collecting and transmitting storm water as intended and not overwhelming downstream collection points resulting in flooding to residents and businesses.



*Community Cost-Share Program  
Application*

**2) Ability to Provide Long Term Maintenance (500 word maximum)**

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City will be responsible to schedule inspection and subsequent maintenance as needed. At least annually but more if needed, drainage structures will be inspected with the Service Department's Sewer Supervisor being responsible to keep charts and/or maps of these inspections and condition reports. In addition, Service Department workers can supplement these reports with basins needing attention, cleaning, or repairs while they are out performing their regular duties and notice items of concern which they can pass on to the Supervisor for future work scheduling assignments. The inspection and maintenance duties will be compiled into the annual report which is sent to the Ohio EPA to meet the MS4 requirements.





*Community Cost-Share Program  
Application*

**3) Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The City will make available on its city website an area where the public will become aware of our efforts in improving the ability of our storm water system to collect and transfer storm water by keeping our catch basins in a fully functioning condition. A map with the streets where work will be performed, and also a point of contact of with a phone number and email address so residents and businesses can get updates on the progression of the work will also be linked on the City's website.



*Community Cost-Share Program  
Application*

**4) Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (see page 3) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The repairs to be done on this project will involve the following types of work:

Replacement of Castings as needed

Adjustment of Catch Basins with courses of brick to be replaced and/or skim coated as needed

Full Reconstruction of Catch Basins as needed

Complete box out repair and replacement around the catch basins as needed

All catch basins will be cleaned out with debris removed prior to, or after required work is completed.

**NOTE:** Attached is a list of the streets and house numbers where the work will be performed.



*Community Cost-Share Program  
Application*

**Vendor Registration**

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.neorsd.org/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

**Project Budget**

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$28,387.28	Assessment and Design Costs
Personnel <i>(Member Community staff only)</i>		
Subcontract	\$26,250.00	Consultant for Inspection/Contract administration
Equipment		
Materials		
Other	\$350,000.00	Construction Costs for Work needed
<b>TOTAL</b>	<b>\$ 404,637.28</b>	

List of Catch Basins 2017

## C/B REPAIR LIST

**BROOKPARK RD** 12973  
12859  
CHEVY PLANT X4  
11111  
10901  
9951  
7115 X2  
7111  
6907  
CORNER OF B.P. AND PEARL  
CORNER OF B.P. AND W.60TH  
CORNER OF B.P. AND W.54TH  
CORNER OF B.P. AND W.52ND  
4927  
4711  
4603  
4503  
4203  
3101  
2801  
CORNER OF B.P. AND W.26TH  
2505  
2401  
2199  
1611 X2  
1511  
CORNER OF B.P. AND W.10TH

**W.54TH** 5403 ALBER (W.54TH SIDE)  
5904  
5936  
6104  
6272  
W.54TH AND ALBERTLY (S.E. CORNER)  
5907

**STATE RD.**

5448  
STATE AND LIGGETT (S.W. CORNER)  
5840  
STATE AND FORESTWOOD (S.W. CORNER)  
STATE AND MAPLECREST (S.W. CORNER)  
7315  
7177 X2  
STATE AND CENTER (S.E. CORNER)  
6581  
6561  
STATE AND STANDISH (S.E. CORNER)  
STATE AND HERESFORD (S.E. CORNER)  
5957  
5873  
IN FRONT OF ST. FRANCIS SIGN  
STATE AND SNOW (S.E. CORNER)  
5725  
ACROSS FROM PERSHING @ POST OFFICE  
5239

**PEARL RD.**

5316  
5556  
5576  
PEARL AND BAUERDALE  
5680  
5762  
5747  
5673  
5510  
5451  
PEARL AND BROOKPARK

**BROADVIEW RD.**

5740  
5954  
6303  
6033

**RIDGE RD.**

5222

5592

5904

6040

6084

RIDGE AND PELHAM (SW CORNER)

RIDGE AND CHESTNUT HILLS (SW CORNER)

6326

RIDGE AND SOUTHTON (SW CORNER)

6410

6446

ACROSS FROM POWERS ON RIDGE

RIDGE AND SELWICK (SW CORNER)

7122

7272

7448

7452

7500

7676

7714

LAST 2 C/B'S BEFORE SPRAGUE

7475

7335

7027

6905

6413

6323

6145

RIDGE AND BROWNFIELD

5963

RIDGE AND KENNETH

RIDGE AND PEARL (WALGREENS 100' PAST PEARL)

RIDGE AND BROOKPARK

**TOTAL 108 C/B'S**